REMARKS

The present response amends the specification to correct typographical errors. In addition, claim 1 has been amended. Claims 1-9 remain pending in the captioned case. Further examination and reconsideration of the presently claimed application are respectfully requested.

Section 102 Rejection

Claims 1, 2, 4, 7, and 8 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,904,527 to Parlour et al. (hereinafter "Parlour"). The standard for "anticipation" is one of fairly strict identity. A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); MPEP 2131. Furthermore, anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, as arranged in the claim. *W.L. Gore & Assocs. V. Garlock*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983). Using these standards, Applicants submit the cited art fails to disclose each and every element of the currently pending claims, some distinctive features of which are set forth in more detail below.

Parlour does not teach or suggest a programmable logic device (PLD) that comprises a comparator arranged upon the device. Within the context of claim 1, a programmable logic device or PLD is claimed. As part of the PLD, a comparator exists and is arranged upon the PLD, along with embedded code. The cited art clearly understands the difference between a PLD (such as FPGA 102) and a personal computer containing a development system 104 (Parlour – Fig. 1; col. 1, lines 11-16; col. 5, line 66 - col. 6, line 3). As noted in Parlour, a PLD, such as FPGA integrated circuit 102, is simply not the same as a development system embodied on a personal computer with a capture/design tool 106 and a license manager 107 (Parlour – col. 6, lines 3-8). Noted in Parlour, any comparison function whatsoever is contained within license manager 107. Specifically, license manager 107 reads the UDI 116 from FPGA 102 and also reads the UDI from authorization code 115 in order to form a comparison or "match" (Parlour – col. 7, lines 55-67). If there is a match, then license manager 107 will grant authorization in order for IP module 118 to be used (Parlour – col. 8, lines 1-7). Thus, as clearly shown in Parlour, the comparator unit and its functionality are contained within a

system 104 that is entirely separate from the FPGA/PLD integrated circuit 102. Therefore, Parlour does not teach or suggest a comparator arranged upon the PLD as recited in present claim 1.

Parlour does not teach comparing embedded code with a software identifier placed within a program used to program the device to a user-specific design. Present claim 1 not only describes embedded code and the comparison to that embedded code, but also specifically requires the comparison be made between the embedded code and a software identifier. The software identifier is placed within a program used to program the device to a user-specified design. Support for the amendments to claim 1 are set forth, for example, on page 2, lines 25-27, of the originally-filed specification.

The claimed software identifier placed within a program is illustrated in Fig. 7 of the originally-filed specification. Software identifier 72 contained within program 70 is utilized, according to Fig. 9, by program tool 90 (Specification – Fig. 9; pg. 18, line 12 - pg. 19, line 8). A buffer 92 arranged on PLD 10 receives the software identifier (software IP ID) from the program tool 90 in order to determine if the software identifier matches the embedded code 96. That comparison is formed by comparator 94 (Specification – Fig. 9). Importantly, however, information within the software identifier of the program code is used to program the device so that it operates according to a user-defined design. The software identifier, therefore, comes subsequent to the embedded code and is matched with the embedded code via the comparator to determine whether the programming of the device will take place or not. For example, if there is no match, then the software identifier placed within the program cannot program the device to the particular design needed. Conversely, if there is a match, then the software identifier is used to program the device.

Contrary to present claim 1, Parlour describes an embedded UDI placed within FPGA 102 and a UDI sent from software 103 and, if there is a match, then the IP module 118 is used by design tool 106 to configure FPGA 102 according to a "user-specific design" (Parlour – Fig. 1; col. 2, lines 1-6, emphasis added). Thus, the IP module in Parlour is equivalent to the software identifier or, more specifically, the program containing the software identifier set forth in present claim 1. However, instead of comparing the IP module (equivalent to the software identifier/ program of present claim 1) to the embedded UDI within FPGA 102, Parlour compares the embedded UDI with the UDI sent from authorization code generating software 103. Parlour

makes no mention whatsoever of any comparison between the IP module and an embedded code, but instead simply compares the embedded code with the UDI from block 103 and, if there is a match, then the IP module is simply sent directly to the design tool and out via bitstream 101 to program FPGA 102 (Parlour – Fig. 1; col. 8, lines 1-17). There is no comparison whatsoever made to the IP module of Parlour. Therefore, Parlour cannot teach a software identifier placed within a program, that program being used to program the device to a user-specific design.

Parlour does not teach comparing embedded code with a software identifier placed within a program for determining whether, when programmed, the device is configured to fall within the scope of a license. Present claim 1 makes clear that not only is the embedded code compared with the software identifier placed within the program, but also that the program, when used to program the device, is configured to determine whether the device is configured to fall within the scope of a license. Therefore, the software identifier not only programs the device, but also contains information needed to determine whether the programmed device falls within the scope of a license. This feature is nowhere described in Parlour since Parlour places no significance on the IP module other than its program capability. Nowhere in Parlour is there any mention that the IP module 118, once it serves its function as a program tool for FPGA 102, also can configure the device so that it falls within the scope of a license. In other words, there is nothing contained within the IP module bitstream that denotes, for example, yes or no as to whether the programmed FPGA is licensed or not. Present claim 1, however, notes that the software identifier contains within itself necessary information to determine whether the programmed device falls within the scope of a license.

For at least the foregoing reasons, Applicants assert that present claim 1 and claims dependent therefrom are not anticipated by the cited art. Accordingly, Applicants respectfully request removal of this rejection.

Section 103 Rejection

Claim 3 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Parlour in view of U.S. Patent No. 6,629,309 to Allen (hereinafter "Allen"). In addition, claims 5, 6, and 9 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Parlour in view of "Artisan Components Free IP Business Model," by Animi et al. (hereinafter "Animi"). For at least the same reasons stated above regarding the patentability of independent claim 1, Applicants assert that

dependent claims 3, 5, 6, and 9 are also patentable over the cited art. Accordingly, Applicants respectfully request removal of this rejection.

CONCLUSION

The present amendment and response is believed to be a complete response to the issues raised in the Office Action mailed August 30, 2005. In view of the remarks traversing the rejections, Applicants assert that pending claims 1-9 are in condition for allowance. If the Examiner has any questions, comments or suggestions, the undersigned attorney earnestly requests a telephone conference.

No fees are required for filing this amendment; however, the Commissioner is authorized to charge any additional fees which may be required, or credit any overpayment, to Daffer McDaniel, LLP Deposit Account No. 50-3268/5298-06700.

Respectfully submitted,

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